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WIC: Local Agency Nutrition Services

1.0 Purpose/Background:

- 1.1 The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program) was established to provide supplemental foods, nutrition education, and referrals, through local agencies at no cost to eligible persons.
- 1.2 The WIC Program serves as an adjunct to good health care during critical times of growth and development, in order to prevent the occurrence of health problems and to improve the health status of those served.
- 1.3 The purpose of this contract is to provide funds to support the delivery of the services and benefits of the WIC Program to eligible participants through qualified community agencies.
- 1.4 The terms of this contract are derived from the language set forth in 7 CFR 246 of the Code of Federal Regulations located at: www.fns.usda.gov/wic/lawsandregulations. The Contractor shall familiarize itself with these regulations and shall abide by its applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which will be made available throughout the duration of the contract. The Missouri WOM will be provided by Department of Health and Senior Services (Department) and is incorporated by reference as though fully set forth herein.

2 Certification Deliverables:

- 2.1 The Contractor shall process all applicants within the statutory timeframes.
- 2.2 The Contractor shall serve all applicants based on the participant priority system.
- 2.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.
- 2.4 The Contractor shall certify applicants for the WIC Program, which includes, but is not limited to:
 - 2.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined, with limited exceptions allowed;
 - 2.4.2 Requiring proof of identification and proof of residency of the applicant;
 - 2.4.3 Requiring proof of income and accurately assessing the income to determine income eligibility status according to guidelines issued by the Department;

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- 2.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using current WIC Program standards and risk factors issued by the Department;
 - 2.4.5 Providing appropriate notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines and/or risk criteria;
 - 2.4.6 Providing the applicant a clear explanation of the risk factors for which the applicant is qualified, the food package which the applicant is to receive, the appropriate nutrition and breastfeeding education contact, the applicant's rights and responsibilities as a participant in the WIC Program and the purposes and procedures of the WIC Program;
 - 2.4.7 Ensuring that proper documentation of participant eligibility is kept and is available for review upon request by the participant, the Department, and the United States Department of Agriculture (USDA); and
 - 2.4.8 Updating participant records in the Department database as necessary, including making changes, correcting, terminating, reinstating and recording nutrition education received.
- 2.5 The Contractor shall maintain strict confidentiality of all applicant, participant, and client information or records supplied to it by the Department or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department, applicant, participant, client, the parent or legal guardian of the applicant, participant or client unless such disclosure is required by law, by the regulations governing the WIC Program or as specifically permitted, in writing, by the applicant, participant, or guardian. The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's subcontractors and employees.
- 2.6 The Contractor shall use the Department's designated nutrition assessment forms (<http://www.dhss.mo.gov/WICLWP/forms.html>) to determine the WIC participant's nutritional risk(s) and counsel participants according to nutrition standards.
- 2.7 The Contractor shall document all participant centered nutrition and health goals as established between the Contractor and participant.
- 2.8 The Contractor shall implement requirements for the development of value enhanced nutrition assessment that the Department determines necessary based on USDA requirements.

3.0 Food Package Issuance Deliverables:

- 3.1 The Contractor shall issue food packages **in compliance with the Missouri WOM.**

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- 3.2 The Contractor shall assure that every applicant determined eligible for the WIC Program is issued a food package and receives food instruments (FI) for the appropriate food package on the same day the applicant is notified of eligibility.
- 3.3 The Contractor shall assure that WIC eligible individuals with metabolic disorders, who require special medical foods, receive those foods through their insurance provider as the primary source, up to the amount required by Missouri state law.

4.0 Food Instrument Issuance, Accountability and Security Deliverables:

- 4.1 The Contractor shall implement the Department's WIC food delivery system in compliance with Missouri WOM policy which includes:
 - 4.1.1 Assuring proper FI printing, issuance, and recording of disposition to include receipt by participants or authorized proxies;
 - 4.1.2 Assuring food instruments are issued only to participants in a current period of eligibility, with a current WIC food delivery system certification record, and assuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and
 - 4.1.3 Assuring participants or guardian(s) of participants are given instructions on the proper use of the FIs.
- 4.2 The Contractor shall be accountable and liable for all FIs in the Contractor's and/or subcontractor's possession from the time food instruments are created through the data system to issuance to the participant or other final non-issued disposition.
 - 4.2.1 If the Contractor issues FIs to an applicant or participant who is not eligible or is past eligibility; fails to adequately prevent dual participation by participants or fraud by staff members of the Contractor; or fails to properly account for FIs and support documentation; the Department may bill the Contractor for the identified value of such food instruments.
 - 4.2.2 The Contractor shall reimburse the Department for such FIs from non-WIC funds.

5.0 Nutrition Education, Breastfeeding Education and Promotion and Support Services Deliverables:

- 5.1 The Contractor shall provide nutrition education, breastfeeding education, and promotion and support services to participants, which includes, but is not limited to:
 - 5.1.1 Making available a minimum of two nutrition education contacts during each 6-month period to every adult participant and to every parent/care giver of an infant or child;

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- 5.1.2 Developing participant centered nutrition and/or health goals with every participant;
- 5.1.3 Conducting follow-up with the participant on their health and/or nutrition goal within two certification periods;
- 5.1.4 Providing nutrition education contacts to children when feasible;
- 5.1.5 Providing nutrition education contacts designed to be easily understood, to bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences, to emphasize the relationships between proper nutrition and good health, and to assist the participant in achieving positive changes in food selection and physical activity habits;
- 5.1.6 Assuring that participants are not denied supplemental foods for failure to participate in nutrition education;
- 5.1.7 Educating, supporting, and encouraging women to initiate and continue to breastfeed;
- 5.1.8 Providing substance abuse information at each certification and recertification and referrals as appropriate to participants;
- 5.1.9 Providing all women participants who will be terminated from the WIC Program a nutrition education counseling session and exit brochure;
- 5.1.10 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, follow up on health/nutrition goal and who provided the nutrition education; and
- 5.1.11 Assuring that nutrition and breastfeeding education materials provided to participants are consistent with current standards of professional practice, reviewed with participant and appropriate for use with the target audience.

6.0 Clinic Environment, Accessibility of Services, Customer Service Deliverables:

- 6.1 The Contractor shall assure that clinic locations and hours are available which minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel distance for applicants and parent(s) or guardian(s).
- 6.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.
- 6.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Indians; and homeless individuals.
- 6.4 The Contractor shall assure WIC is available to their service area by:

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- 6.4.1 Completing an impact analysis before opening, relocating, or closing any clinic site including satellite facilities.
- 6.4.2 Notifying the State WIC office in writing **at least 60 days** prior to opening, relocating, or closing a clinic site or satellite facility.
- 6.5 The Contractor shall assure the continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness Plan (ERDP). ERDP guidelines will reflect the purpose, authority and responsibilities developed locally.
- 6.6 The Contractor shall provide voter registration services **and** assure that services are made available in compliance the National Voter Registration Act of 1993.
- 6.7 The Contractor shall prohibit smoking on the premises used to carry out the WIC Program.
- 6.8 The Contractor shall promote and enforce a drug free work environment.
- 6.9 The Contractor shall identify, in a highly visible manner, where WIC Program services are located at each Contractor's site.
- 6.10 **The Contractor shall have a written procedure for handling complaints and grievances.**
- 6.11 **The Contractor shall ensure that WIC staff do not share individual user identification and/or passwords to the data system. Penalties will be assessed to the Contractor according to Missouri WOM policy when the sharing of individual user identification or passwords is discovered.**

7.0 Clinic Management, Coordination Deliverables:

- 7.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs including written information on MoHealthNet (formerly Medicaid) and information and brochures regarding newborn screening.
- 7.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MoHealthNet or MoHealthNet Managed Care health insurance, and substance abuse education.
- 7.3 When a Contractor is comprised of a health agency and a human service agency, both agencies shall enter into a signed written agreement that outlines all WIC-related responsibilities of each agency. The agreement shall be approved by the Department during the application process and shall be on file at both the State and local agency. No WIC Program funds shall be used to reimburse the health agency for the health services provided. However, costs of the WIC certification borne by the health agency may be reimbursed.

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7.4 The Contractor may subcontract for the provisions of services as described in this contract, provided that any subcontract include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in Missouri State Regulation 19 CSR 10-2.010(5)(A) through 19 CSR 10-2.010(5)(L), if applicable, and provided that the Department approves the subcontracting arrangement prior to finalization. The agreement shall be on file with both the Department and the Contractor. This agreement is due to the Department at the designated time the Local Agency Plan (LAP) is due. The Contractor shall ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorneys fees) of any kind related to a subcontract in those matters described herein.

7.4.1 The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall assure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

7.5 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles and funding source information as included herein.

8.0 Assessment, Planning, and Evaluation Deliverables:

8.1 The Contractor shall, at least annually, assess the needs of WIC participants and potential WIC participants using tool(s) provided by the Department as requested, and use such assessments to improve the effectiveness of local service provision. This shall be done in order to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in the Missouri WOM.

8.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the plan throughout the year for self-assessment.

8.2.1 The LAP shall be submitted to the Department by September 1 of the current contract year.

8.2.1.1 Failure to submit the LAP to the Department by the due date will result in the Department withholding the Contractor's monthly reimbursements beginning October 1 until compliance is met.

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- 8.3 The Contractor shall have a **written** plan for outreach appropriate to the local area and population. The plan shall include, but not be limited to:
- 8.3.1 An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and
 - 8.3.2 Activities targeting potentially high-risk individuals, and who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.
- 8.4 The Contractor shall, at least monthly, follow up on no-show applicants and participants, reschedule missed appointments and provide adequate and appropriate notice of upcoming appointments.
- 8.5 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.
- 8.6 The Contractor shall announce publicly the availability of WIC Program benefits **in the first quarter of each contract year**, and when significant WIC Program changes have occurred which affect the local population and local participants.

9.0 Staffing Deliverables:

- 9.1 The Contractor shall provide designated qualified individuals who are appropriately trained and licensed or certified, as required by state, federal, or local ordinance, statute, or regulation, respective to the services to be provided through this contract; to assure that appropriate practices, policies and procedures are followed. Appropriate documentation of such licensure or certification shall be made available upon request.
- 9.2 The same individual may serve more than one role as long as it is clear which individual staff person fulfills each role. This staff shall include:
- 9.2.1 A WIC Coordinator;
 - 9.2.2 A Nutrition Coordinator/Nutritionist;
 - 9.2.2.1 The Contractor is required to have a qualified nutritionist providing nutrition education and counseling to high-risk participants.
 - 9.2.2.2 All Registered Dietitians (RDs) must be licensed in Missouri to practice dietetics in Missouri.
 - 9.2.3 A Breastfeeding Coordinator;
 - 9.2.4 A Vendor Contact Person;
 - 9.2.5 A Competent Professional Authority (CPA);
- 9.3 **The Contractor may use the following staff to assist with the WIC certification process:**

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- 9.3.1 WIC Certifiers;
- 9.3.2 Health Professional Assistants (HPAs);
- 9.3.3 Nutrition Educators; and
- 9.3.4 Administrative/clerical staff.

10.0 Training and Technical Assistance Deliverables:

- 10.1 The Contractor shall assure that the Contractor's staff and subcontractor's staff, if applicable, performing WIC services have successfully completed all requirements defined by the Department as necessary to be considered trained on WIC procedures **according to Missouri WOM policy.**
 - 10.1.1 The Contractor shall assure that staff attends required training provided by the Department.
 - 10.1.2 The Contractor shall accept training on WIC procedures, from the Department or its designee, when required or deemed appropriate by the Department.
 - 10.1.3 The Contractor shall maintain records at the local agency to show trainings that have been completed by each staff member for audit purposes.
 - 10.1.4 The Contractor shall assure that any volunteers used to perform specific WIC functions or duties are appropriately trained and supervised for the function they are performing.
 - 10.1.5 The Contractor shall pay for all expenses incurred by Contractor personnel attending any WIC training in any location.
- 10.2 The Contractor shall accept technical assistance on contract non-compliance or deficiencies in components of WIC Program policies and procedures, as the Department determines necessary. The Contractor may request technical assistance at any time from their assigned Department WIC staff.
- 10.3 The Contractor shall conduct Civil Rights training to include Title VI Compliance in all aspects of their WIC Program operations. The Title VI Compliance training shall include all the basic requirements of the Title VI listed in the U.S. Department of Justice nondiscrimination implementing regulations policies and procedures, 7 CFR Part 15 implementing USDA regulations on nondiscrimination in federally assisted programs and the FNS 113-1 Civil Right Instruction.
- 10.4 The Contractor shall conduct annual Voter Registration training with all staff in accordance with Missouri WOM policy.**
- 10.5 The Contractor shall provide the Department's Program for Dietetic Interns (PDI) interns with access to learning experiences and involvement in participant/client care in its facilities. Such learning experiences may include, but are not limited to:

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- 10.5.1 Provide necessary facilities and supervisory personnel to establish and carry out the requirements of the PDI, which will give the dietetics interns educational and supervisory experiences in dietetics at the site(s);
- 10.5.2 Designate a Registered Dietitian or Nutrition Coordinator as Site Coordinator who shall be responsible for the interns and act as the PDI Site Coordinator with the Department;
- 10.5.3 Provide the PDI Director with evaluation of the interns' performance and other such information as may be requested concerning the interns' participation at the site(s);
- 10.5.4 Provide such training aids and data relating to the various phases of the site rotation as may be reasonable and necessary; and
- 10.5.5 Allow interns access and use of the library and cafeteria facilities if applicable.

11.0 Fiscal Requirements Deliverables:

- 11.1 The Contractor shall maintain complete, accurate, documented, and current accounting of all contract funds received and expended.
- 11.2 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. These funds shall be included in the LAP budget and reported in the monthly billing.
- 11.3 The contract amount for caseload, special training funds, and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.
 - 11.3.1 Special training funding shall be used for allowable expenses for either required WIC training or training approved by WIC.
 - 11.3.2 Allowable training expenses include expenses associated and approved for travel to and from training, staff time to attend training, lodging, and meals.
 - 11.3.3 Training for nutrition education and breastfeeding promotion and support shall be documented on the invoice request for payment.
- 11.4 The Contractor may request additional funds to cover expenses of replacement staff to attend required training if such expenses will cause the Contractor to exceed the contracted funds.
 - 11.4.1 The Contractor shall make the request in writing and must include appropriate documentation of the need for additional funds.
 - 11.4.2 The Contractor is responsible for tracking and documenting the costs and the need for additional funds.

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- 11.5 The Contractor will be reimbursed for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract **consistent with the Missouri WOM**.
- 11.5.1 The Contractor shall submit a budget LAP to the Department for written approval by the date to be announced in writing by the Department. The Department shall not reimburse the Contractor for any costs before the budget is approved.
- 11.5.2 Allowable costs for the contract include personnel compensation and benefits, conference and training, travel, equipment, nutrition education materials, administrative office costs, computer hardware, medical materials, facility costs, indirect costs, and special funding costs.
- 11.5.3 The Department shall reimburse the Contractor for transportation provided by personal vehicles (mileage) at the lower of the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy.
- 11.5.4 Allowable costs that meet the definition of indirect costs as detailed in OMB Circular A-87 or A-133, whichever is applicable, shall not exceed eight percent (8%) of total direct contract costs. Indirect costs are those costs incurred for common or joint purposes benefiting more than one activity and not readily identifiable to a particular program or activity. Contractors are required to retain documentation and present documentation as requested to support amounts billed for indirect costs.
- 11.5.5 The Contractor shall define, in the budget and on each reimbursement request, the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one sixth (1/6th) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.
- 11.5.6 The Contractor shall appropriately designate staff time to functions performed in the budget and on each reimbursement request.
- 11.6 The Contractor shall submit to the Department a monthly reimbursement request for the prior month's expenses, with required documentation, by the 10th of the following month, except in June. The Contractor will be notified in advance of the June submission date, which will be coordinated with the end of the state fiscal year.
- 11.6.1 Each monthly reimbursement request shall be submitted via the **online "WIC INVOICING APPLICATION"**.
- 11.6.2 Each monthly reimbursement request shall display the Contractor's unique local agency number assigned by the WIC Program and the month and year identified for the month being submitted, to make

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each monthly submission a uniquely identifiable invoice for that month.

- 11.6.3 The Department reserves the right to deny reimbursements on costs submitted more than 60 days after the due date.
- 11.6.4 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based **assigned** amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.
- 11.7 The Contractor shall use the funds for only the approved activities and materials as budgeted and approved. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment 1). Changes among budgeted categories shall be requested **according to Missouri WOM policy** and approved prior to expending funds.
- 11.8 If the Contractor has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor/Provider, such Application shall be completed and submitted per this section, as the Department will make payments to the Contractor through Electronic Funds Transfer. Payment will be delayed until the ACH/EFT application is completed and approved.
 - 11.8.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>.
 - 11.8.2 The Contractor/Provider must fax the ACH/EFT application to:
Office of Administration, Division of Accounting at the fax number listed on the form.

12.0 Equipment/Software Deliverables:

- 12.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, both by the agency and by the state office including:
 - 12.1.1 Items having a value of **\$500.00** or higher and sensitive items.
 - 12.1.2 Items having a **useful** life of two years or more.
- 12.2 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.
- 12.3 The Contractor shall be responsible for assuring equipment, resources, and software purchased with WIC Program funds or purchased by the Department and placed for use in a Contractor's facility or subcontractor's facility, if applicable, are available to conduct WIC Program services. All equipment, resources, and software shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

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12.3.1. The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.

12.4 The Contractor shall ensure that all computers purchased with WIC funds or purchased by the Department and on loan to the Contractor extend administrative privileges to Department staff to access local computers to install software necessary to conduct WIC business. The administrative privileges shall include having a designated local profile with administrative rights for State Information Technology Services Division staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.

12.4.1 The Contractor shall have current anti-virus and anti-spy ware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall use the specifications for anti-virus and anti-spy ware software and specifications for network security provided by the Department.

12.5 The Contractor shall respond to Department requests for inventory verification of equipment and software within fourteen (14) calendar days of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

13.0 Caseload Deliverables:

13.1 The Department reserves the right to reallocate funds based on cumulative caseload captured and documented in the WIC Program data system, and a projected caseload. Caseload is defined as the number of active program participants.

13.2 The Department may adjust the annualized caseload with either an increase or decrease based on a quarterly review of participants served.

13.2.1 The Department will notify the Contractor of any increase or decrease in caseload at the quarterly review.

13.2.2 The contractor will be reimbursed for each participant provided service at a per participant rate not to exceed the amount stated on the attached Budget (Attachment 1).

13.2.3 Quarterly reviews of the caseload served and projected may result in changes to caseload funding.

13.3 The Contractor shall provide a written request to the Department prior to a planned reduction in service for any purposes deemed necessary by the Contractor.

13.3.1 Such request must be submitted **sixty (60)** days prior to the implementation and must include a plan for achieving the service reduction.

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- 13.3.2 The Contractor must develop a plan for the transfer of participants to another WIC contracted provider. Upon written approval by the Department, the Contractor is responsible for notifying current WIC participants and other affected LWPs of the proposed service reduction.

14.0 Communications/Record-Keeping Deliverables:

- 14.1 The Contractor shall use the most current version of the Missouri WOM to facilitate the WIC program. The Missouri WOM, and instructions for computer installation, will be provided to the Contractor by the Department. The Contractor shall install the Missouri WOM on at least one computer for easy access by all WIC employees. Updates to the WOM will be provided by the Department when necessary.
- 14.2 The Contractor shall assure that the most recent version is available to all the Contractor's staff and assure all the Contractor's staff is informed of updated policies or guidance when received, within one month of notification from the Department WIC Office.
- 14.3 The Contractor shall be responsible for assuring that all WIC Staff receive information sent from the state office. Such information may be sent electronically, available on the Department of Health and Senior Services web site at <http://www.dhss.mo.gov/wic/WICupdates/index.html> or via hard copy by mail. The Contractor may be required to provide written acknowledgement for receipt of policy changes and commodity deliveries.
- 14.3.1 The Contractor shall assure that the WIC Coordinator and the Nutrition Coordinator have separate agency-provided email addresses if those roles are filled by separate persons. Private email addresses cannot be used to transmit information specific to WIC participants.
- 14.4 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.
- 14.5 The Contractor shall keep full and complete records concerning WIC program operations until an audit clearance letter authorizing record destruction is received from the Department. This paragraph modifies Paragraph 5 of the Missouri Department of Health and Senior Services Terms and Conditions only to the timeframe that the Contractor must maintain documents.
- 14.6 The Contractor shall maintain records, compile data, and submit reports as required to permit effective enforcement of the nondiscrimination laws.
- 14.7 The Contractor shall be responsible for reviewing reports available for WIC Program operations.

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15.0 Monitoring, Findings, Violations, and Sanctions Deliverables:

- 15.1 The Contractor agrees to an on-site monitoring visit from the Department to monitor contract compliance, which will be arranged 60 days in advance in writing.
- 15.2 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department monitoring **within the timeframe requested.**
- 15.3 The Contractor shall complete and submit a CAP Progress Report to document the status of the CAP **within the timeframe requested.**
- 15.4 The Contractor shall complete and submit a self-monitor report as part of their management evaluation to review local WIC operations when requested by the Department **and within the timeframe requested.**
- 15.5 When the Department determines through contract monitoring visits, documented patterns of repeat findings, consultations, or desk audits that the Contractor has failed, without good cause, to demonstrate efficient and effective administration of the WIC Program, to develop an approved CAP in response to monitoring or other non-compliance, to comply with its approved corrective action plan, to provide responses to requests from the Department by specified due dates or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the Contractor with the withheld funds.
- 15.6 The Department has the right to disqualify the Contractor when through a review the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area.
- 15.7 The Department has the right to penalize or fine the Contractor up to ten thousand dollars (\$10,000) for the misuse or illegal use of WIC Program funds, property, or assets.
- 15.8 The Contractor shall investigate alleged or suspected participant violations, including, but not limited to, documentation maintained and available for review concerning dual participation, investigations of participant violations and sanctions; notification to participants who have been sanctioned for program violations of the right to a fair hearing; and authorization from the Department for any action that disrupts a participant's program participation and benefits when program violation is substantiated.
- 15.9 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

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